

ACCEPTED
Legal 2003/11-5-04

Lacoste, David

From: Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]
Sent: Monday, October 04, 2004 12:57 PM
To: Lacoste, David
Subject: 2001-335-C - First Amendment to Interconnection Agreement with Madison River Communications

POSTED
2004/10/04



80175c41.pdf (31 KB)

BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

October 4, 2004

Mr. David Lacoste
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment to Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and Madison River Communications,
LLC pursuant to Sections 251 and 252 of the Telecommunications Act
of 1996
Docket No. 2001-335-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Madison River Communications, LLC ("MRC") submit to the South Carolina Public Service Commission their first amendment to the interconnection agreement by and between BellSouth and MRC.

The effective date of this amendment is August 26, 2004 and it expires on August 28, 2006.

Very truly yours,

s/C. Lesley Addis

CLA/jbm
Enclosure

\\PSC-FP-01\Common\Public\Utilities\Interconnection

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**Amendment
To the
Interconnection Agreement
Between
Madison River Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated August 29, 2003**

Pursuant to this Amendment, (the "Amendment"), Madison River Communications, LLC (MRC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 29, 2003 ("Agreement") to be effective upon the date of last signature executing the Amendment.

WHEREAS, BellSouth and MRC entered into the Agreement on August 29, 2003, and;

WHEREAS, BellSouth and MRC are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.6.3 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability MRC shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. All of the other provisions of the Agreement dated August 29, 2003 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Recovery Amendment
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: *Kristen E. Rowe*Name: Kristen E. RoweTitle: DirectorDate: 8/26/04

Madison River Communications, LLC

By: *Michael T. Skrivon*Name: Michael T. SkrivonTitle: VP - RevenueDate: 8/20/04